IN THE HIGH COURT OF GUJARAT AT AHMEDABAD

FIRST APPEAL No. 521 of 1992

For Approval and Signature:

HONOURABLE MR.JUSTICE KS JHAVERI

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ALUBEN NAZIRBHAI NURBHAI VIJAPURA - Appellant(s)
Versus
RAJPUT DALPATSINH BADARISINH & 1 - Defendant(s)

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Appearance :
MR MC BHATT for Appellant(s) : 1,
None for Defendant(s) : 1 - 2.

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CORAM : HONOURABLE MR.JUSTICE KS JHAVERI

Date : 18/08/2006

ORAL JUDGMENT

1. This appeal is at the instance of the original applicant against the judgement and award dated 21st January 1986 passed by the Motor Accident Claims Tribunal, Sabarkantha, Himamtnagar in MACP No.278/84, whereby the Tribunal has awarded a sum of Rs.9999/- together with interest at the rate of 6% from the date of application till realisation.

2. The case of the claimant was that on 12th May 1984 she was travelling as a passenger in a rickshaw from Himmatnagar to Illol. At that time due to rash and negligent driving the rickshaw dashed with a road side stone and turtled in a pit. As a result of this

the claimant was seriously injured. She therefore, filed the aforesaid claim petition claiming a sum of Rs.9999/- as compensation. The said petition was allowed, but the original opponent no.2 Insurance Company has been exonerated. The original claimant has therefore filed the present appeal.

3. Learned Advocate for the appellant submitted that the Tribunal ought to have held that obtaining permit after some time of issuance of the insurance policy cannot affect the validity of the insurance policy. He therefore submitted that the Tribunal ought to have held the Insurance Company liable to satisfy the compensation.

4. As a result of hearing and perusal of the record, it is found that the policy of insurance was for a period from 5.4.1984 to 4.4.1985. The accident in question took place on 12.5.1984. There was a condition in the policy that the vehicle can be used only after obtaining the permit. As per the Permit Register at Exhibit 38, the permit was issued on 22.5.1984 i.e after 10 days from the date of the accident. The Tribunal therefore came to the conclusion that there was breach of conditions of the policy and on this ground exonerated the Insurance Company. Learned Advocate for the appellant is not able to prove contrary to what has been found and recorded by the Tribunal. I am, therefore, in complete agreement with the reasonings adopted and findings arrived at by the Tribunal. I am, therefore,

in complete agreement with the reasonings adopted and findings arrived at by the Tribunal. No case is made out to cause interference. Hence this appeal is dismissed. No order as to costs.

[K.S. JHAVERI, J.]

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